UNITED STATES DEPARTMENT OF JUSTICE Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT Under the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

which the registrant is acting as an agent of a for each foreign principal named in the registration the registrant.	reign principal. This form shall be filed in duplicate on statement and must be signed by or on behalf of
Name of Registrant Charles von Loewcufeldt, Iho	Name of Foreign Principal The Japan Toundation
Check Appr	ropriate Boxes:
1. The agreement between the registrant's written contract. If this box is checked	and the above-named foreign principal is a formal, attach two copies of the contract to this exhibit.
correspondence. If this box is checked.	ween the registrant and foreign principal. The n principal has resulted from an exchange of attach two copies of all pertinent correspondence, which has been adopted by reference in such
If this box is checked, give a complete	in the registrant and foreign principal is the result an exchange of correspondence between the parties. description below of the terms and conditions of the ration, the fees and the expenses, if any, to be

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

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INTERNAL SECURITY SECTION UNIT

5. Describe fully the activities the above foreign principal.	he registrant engages in or propos	es to engage in on behalf of the
 Will the activities on behalf of Section 1(o) of the Act?1/ 	the above foreign principal includes Yes No D	le political activities as defined in
If yes, describe all such politic		hon things the salestand the
Date of Exhibit B	No.	
1-28-88	Name and Title Susan Crosier Exec. V. P.	Signature Susan Crossier
induce, persuade, or in any other way in	(o) of the Act means the dissemination ein believes will, or which he intends to afluence any agency or official of the Go States with reference to formulating, ado	, prevail upon, indoctrinate, convert,

1/ policies of the United States or with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

LETTER OF AGREEMENT

A -- This Letter of Agreement is between THE JAPAN FOUNDATION and the public relations firm of CHARLES VON LOEWENFELDT, INC. (CvL, Inc.)

B -- It is mutually understood and agreed that The Japan Foundation entrusts to Cvl, Inc. responsibility for organizing, publicizing and coordinating in the United States the project known as "the 1987 Japan Foundation Fellowships Program."

C -- In the above regard, CvL, Inc. will (1) make known to America's educational community the availability of the Japan Foundation fellowships for travel to Japan in October of 1987; (2) appoint and coordinate the deliberations of a Selection Committee to select the fifteen most qualified teachers from among those applying for the fellowships; (3) notify said fifteen teachers of their being awarded the fellowships and assist them in preparing for the Japan visit; (4) plan and present a general advance briefing in San Francisco for the selected teachers on the eve of their departure for Japan; and (5) maintain close coordination with the Japan Foundation, keeping the Foundation informed of the program's progress.

D -- It is further understood and agreed that the Japan Foundation will pay CvL, Inc. the sum of \$8,130 to cover operating costs and out-of-pocket expenses incurred in carrying out the activities specified in C above -- said expenses to be as estimated in the letter dated April 9, 1987 from Charles von Loewenfeldt to The Japan Foundation Liaison Office; namely: Preparation and distribution of press releases = \$750; Preparation and distribution of 3,000 announcement brochures = \$1,730; For the judging = \$2,025; Telephone =\$400; Correspondence, etc. with selected teachers = \$550; Accommodating 15 teachers and 2 staff members at San Francisco briefing, meals, etc. = \$2,125; and meeting expenses = \$550.

E -- It is further understood and agreed that upon signing of this Letter of Agreement by both parties, CvL, Inc. will bill and the Japan Foundation will pay \$4,000 to cover expenses incurred at the outset and in the early stages of the program. The balance of \$4,130 will be billed and payable as of October 15, 1987. It is also understood and agreed that the total CvL, Inc. billing to the Japan Foundation will not exceed \$8,130, unless authorized to do so in writing by the Japan Foundation.

For the Japan Foundation M. Malsummer	For CHARLES WON LORWENFELDT, INC.
Direction	Janisla D.
dated April 23, 1987	dated April 9, 1987